

3/22/99	City Council Approve Preliminary Plat	Preliminary
4/1/99	Fairview Submit Planned Commercial Development (PCD)	Application
4/20/99	Planning Commission Review (PCD) Preliminary Plan	
4/26/99	Council Approve (PCD) Preliminary Plan	
4/28/99	Port Authority Submit Final Plat and Rezoning Application	
5/7/99	Fairview Submit Final (PCD) Final Plan	
5/18/99	Planning Commission Approve Final Plat, Rezoning, and PCD	
5/24/99	Council Approve Final Plat, Rezoning and PCD	

### **Construction of Medical Center Drive**

#### **Phase I (Grading and Utilities)**

5/14/99	Bid Letting
10/15/99	Completion

#### **Phase II (paving, Lighting, and Landscaping, Trails)**

2/9/2000	Bid Letting
9/15/2000	Completion

#### **Footnotes:**

1. Medical Campus property to be rezoned from AR (Agriculture Residential) to B-1 (Local Business District) and will not include the Fairview housing development area which will remain AR until development plans are further along.
2. Medical Campus to apply for a Planned Commercial Development (PCD-1) and will not include the Fairview housing development area.
3. Housing Development Zoning for both Fairview and the Port Authority will occur at a later date.
4. Port Authority zoning for the Business Park area will be rezoned from AR to I-1 and handled as a Planned Industrial Development Conditional Use Permit (PID).
5. Medical Campus portions of plat to include primary Medical Center parcel and outlots. Outlots to be replatted at a later date.
6. Port Authority portion of plat to include all large outlots to be replatted at a later date.
7. Approval dates for Planned Commercial Development contingent on receipt of Fairview application on or before dates shown. Application for PCD must be submitted 20 days prior to next scheduled Planning Commission meeting in order to be place on the agenda and meet all hearing notice requirements.

Submitted by:      Brian C. Peterson, AICP  
                          Community Development Director  
                          City of Red Wing

## **EXHIBIT N**

### **Schedule of SAC and WAC Charges**

An area charge combining SAC and WAC equal to \$.035/s.f. with a maximum lot depth of 250 feet for water and 200 feet for sewer. The square footage is calculated based on the usable square footage of a developed platted lot.

EXAMPLE: If the Minimum Improvements occupy 18 acres, the SAC and WAC charge would be 18 acres x 43,560 square feet/acre x \$.35/s.f. = \$27,442.80.

**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This document (this "Second Amendment") amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed on June 7, 1999, and recorded in the office of the Goodhue County Recorder on June 9, 1999 as Document Number 430323, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment"), recorded in the office of the Goodhue County Recorder on September 19, 2002 as Document Number 473000.

The undersigned hereby agrees as follows:

1. That portion of Section 1 of Article V of the Declaration labeled "Technology Park," as amended by the First Amendment, is hereby further amended by the addition of a new item No. 9, as follows:
  - "9. Sloping and drainage to support adjacent retail uses (but only on those portions of Lots 3 and 4, Block 1 and Outlot A, Med Tech Park Subdivision, now replatted as part of Lot 1, Block 1, Med Tech Park Subdivision 2<sup>nd</sup> Addition."
2. The undersigned, collectively, represent ownership of at least 80 percent of the land area of the Park.
3. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Declaration, as amended by the First Amendment.
4. Except to the extent amended hereby, all of the terms, covenants and conditions of the Declaration, as amended by the First Amendment, shall remain in full force and effect.

By executing this Second Amendment, Fairview Red Wing Health Services, as Owner of the Medical Campus, hereby consents to this Second Amendment.

RED WING PORT AUTHORITY,  
A DEVELOPMENT AGENCY

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Executive Director

STATE OF MINNESOTA )

) ss

COUNTY OF GOODHUE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup>, day of Dec., 2002 by Greg Johnson and Myron White, the President and Executive Director of the Red Wing Port Authority, a Minnesota agency, on behalf of the agency.

Kay Meltzer  
Notary Public



FAIRVIEW RED WING HEALTH SERVICES

By: \_\_\_\_\_

Its President and CEO

By: \_\_\_\_\_

Its Board Chair

STATE OF MINNESOTA )

) ss

COUNTY OF GOODHUE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2002 by Scott Woodelman and Joanell Dyrtal, the President and CEO and Board Chair of Fairview Red Wing Health Services, a Minnesota non-profit corporation, on behalf of the corporation.

Ulrich L. Lonsch

Notary Public

This instrument was drafted by:

Jay T. Squires  
Ratwik, Roszak & Maloney, P.A.  
300 U.S. Trust Building  
730 Second Avenue South  
Minneapolis, MN 55402  
(612) 339-0060

DOC: 473000

Recorded  
SEP. 19, 2002 AT 08:00AM

Signed: 

GOODHUE COUNTY RECORDER  
LEO WING, MINNESOTA

Fee Amount: \$30.00

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**



This document (this "Amendment") amends the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed on June 7th, 1999, and recorded in the office of the Goodhue County Recorder on June 9<sup>th</sup>, 1999 as Document Number 430323.

The undersigned hereby agrees as follows:

1. That portion of Section 1 of Article V of the Declaration labeled "Technology Park" is hereby amended by the addition of a new item No. 8, as follows:

"8. Single family, two family and multi family housing (but only on Lots 1 and 3, Block 4, Med Tech Park Subdivision, according to the plat thereof, on file and of record in the office of the Goodhue County Recorder)."

2. The undersigned, collectively, represent ownership of at least 80 percent of the land area of the Park.

3. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Declaration.

4. Except to the extent amended hereby, all of the terms, covenants and conditions of the Declaration shall remain in full force and effect.

By executing this Amendment, Fairview Red Wing Health Services, as Owner of the Medical Campus, hereby consents to this Amendment.

RED WING PORT AUTHORITY,  
A DEVELOPMENT AGENCY

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Executive Director

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF GOODHUE    )

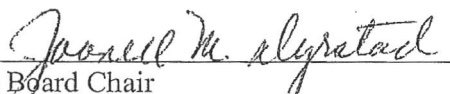
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Sept 2002 by Greg Johnson and Myron White, the President and Executive Director of the Red Wing Port Authority, a Minnesota agency, on behalf of the agency.



\_\_\_\_\_  
Notary Public

FAIRVIEW RED WING HEALTH SERVICES


By:   
Its President and CEO

By:   
Its Board Chair

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup>, day of September, 2002  
by Scott Wordelman and Joannell M. Dyrstad, the President  
and CEO and Board Chair of Fairview Red Wing Health Services, a Minnesota non-profit  
corporation, on behalf of the corporation.



  
Notary Public

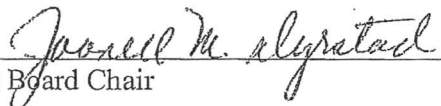
This instrument was drafted by:

Jay T. Squires  
Ratwik, Roszak & Maloney, P.A.  
300 U.S. Trust Building  
730 Second Avenue South  
Minneapolis, MN 55402  
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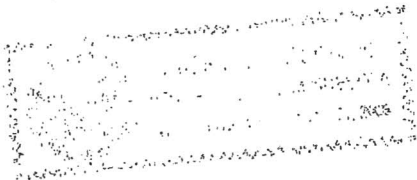
FAIRVIEW RED WING HEALTH SERVICES

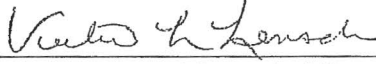
By:   
Its President and CEO

By:   
Its Board Chair

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2002  
by Scott Wordelman and Joaneil M. Dyrestad, the President  
and CEO and Board Chair of Fairview Red Wing Health Services, a Minnesota non-profit  
corporation, on behalf of the corporation.



  
Notary Public

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